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# Terms and Conditions for Membeaner

Last Updated: September 26, 2023

Welcome to ShipFast!

These Terms of Service ("Terms") govern your use of the ShipFast website at <https://shipfa.st> ("Website") and the services provided by ShipFast. By using our Website and services, you agree to these Terms.

## 1. Description of ShipFast

ShipFast is a platform that offers a JavaScript code boilerplate to assist entrepreneurs in launching their startups more efficiently.

## 2. Ownership and Usage Rights

When you purchase a package from ShipFast, you gain the right to download and use the code provided for creating applications. You own the code you create but do not have the right to resell it. We offer a full refund within 7 days of purchase, as specified in our refund policy.

## 3. User Data and Privacy

We collect and store user data, including name, email, and payment information, as necessary to provide our services. For details on how we handle your data, please refer to our Privacy Policy at <https://shipfa.st/privacy-policy>.

## 4. Non-Personal Data Collection

We use web cookies to collect non-personal data for the purpose of improving our services and user experience.

## 5. Governing Law

These Terms are governed by the laws of France.

## 6. Updates to the Terms

We may update these Terms from time to time. Users will be notified of any changes via email.

For any questions or concerns regarding these Terms of Service, please contact us at [marc@shipfa.st](mailto:marc@shipfa.st).

Thank you for using ShipFast!

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# Terms and Conditions

## 1. Introduction

By using ShipFast you confirm your acceptance of, and agree to be bound by, these terms and conditions.

## 2. Agreement to Terms and Conditions

This Agreement takes effect on the date on which you first use the ShipFast application.

## 3. Unlimited Access Software License with Termination Rights

The ShipFast Software License facilitates the acquisition of ShipFast software through a single purchase, granting users unrestricted and perpetual access to its comprehensive functionalities. Tailored for independent creators, entrepreneurs, and small businesses, ShipFast empowers users to create compelling web pages and online portfolios.

This license entails a straightforward and flexible arrangement, exempting users from recurring fees or subscriptions. However, it is important to acknowledge that the licensor retains the right to terminate the license without conditions or prerequisites. This termination provision enables the licensor to exercise control over software distribution and utilization.

Opting for the ShipFast Software License enables users to enjoy the benefits of the software while recognizing the licensor's unrestricted termination rights, which provide adaptability and address potential unforeseen circumstances.

## 4. Refunds

Due to the nature of digital products, the ShipFast boilerplate cannot be refunded or exchanged once access is granted.

## 5. Disclaimer

It is not warranted that ShipFast will meet your requirements or that its operation will be uninterrupted or error free. All express and implied warranties or conditions not stated in this Agreement (including without limitation, loss of profits, loss or corruption of data, business

interruption or loss of contracts), so far as such exclusion or disclaimer is permitted under the applicable law are excluded and expressly disclaimed. This Agreement does not affect your statutory rights.

#### 6. Warranties and Limitation of Liability

ShipFast does not give any warranty, guarantee or other term as to the quality, fitness for purpose or otherwise of the software. ShipFast shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by ShipFast's negligence or the negligence of its servants or agents or otherwise) which arise out of or in connection with the provision of any goods or services by ShipFast. ShipFast shall not be liable or deemed to be in breach of contract by reason of any delay in performing, or failure to perform, any of its obligations if the delay or failure was due to any cause beyond its reasonable control.

Notwithstanding contrary clauses in this Agreement, in the event that ShipFast are deemed liable to you for breach of this Agreement, you agree that ShipFast's liability is limited to the amount actually paid by you for your services or software, which amount calculated in reliance upon this clause. You hereby release ShipFast from any and all obligations, liabilities and claims in excess of this limitation.

#### 7. Responsibilities

ShipFast is not responsible for what the user does with the user-generated content.

#### 8. Price Adjustments

As we continue to improve ShipFast and expand our offerings, the price may increase. The discount is provided to help customers secure the current price without being surprised by future increases.

#### 9. General Terms and Law

This Agreement is governed by the laws of Singapore. You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and ShipFast as a result of your use of these services. You agree not to hold yourself out as a representative, agent or employee of ShipFast. You agree that ShipFast will not be liable by reason of any representation, act or omission to act by you.

